

**RESOLUTION NO. 3159**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO AMEND A CONSTRUCTION CONTRACT WITH WOODBURN CONSTRUCTION CM/GC, LLC., INC. TO CONSTRUCT THE WILSONVILLE POLICE DEPARTMENT INTERIM RENOVATIONS.**

WHEREAS, the City of Wilsonville Public Works Department (PW) recently vacated they previously shared with the Police Department; and

WHEREAS, the City of Wilsonville Police Department (PD) is now the sole occupant of the 30000 SW Town Center Loop East; and

WHEREAS, the City, entered into a Construction Contact with Woodburn Construction to construct improvements to the PD Facility; and

WHEREAS, the City deemed that additional services were warranted beyond the original Scope of Work and that it would be appropriate, prudent and cost effective to make these improvements during the course of this project; and

WHEREAS, the City wishes to assure the long term condition, usability and safety of its assets; and

WHEREAS, the City issued a formal bid for this project in accordance with the city's and state's procurement rules.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. The procurement process for the Project duly followed Oregon Contracting Rules, and Woodburn Construction CM/GC, LLC. was determined to be the lowest responsive bidder

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to execute an amendment to the existing Construction Services contract, on behalf of the City of Wilsonville, which amendment is substantially similar to Exhibit A attached hereto. The amendment increases the Woodburn Construction CM/GC, LLC

construction contract value by \$66,752.35, for a not-to-exceed amount of \$277,010.35.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 17<sup>th</sup> Day of June 2024, and filed with the Wilsonville City Recorder this date.

DocuSigned by:  
*Julie Fitzgerald*  
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JULIE FITZGERALD, MAYOR

ATTEST:

DocuSigned by:  
*Kimberly Veliz*  
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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

|                            |     |
|----------------------------|-----|
| Mayor Fitzgerald           | Yes |
| Council President Akervall | Yes |
| Councilor Linville         | Yes |
| Councilor Berry            | Yes |
| Councilor Dunwell          | Yes |

EXHIBIT:

- A. Wilsonville Police Department Interim Renovations - Construction Contract Amendment

EXHIBIT A

Contract No. 242241  
CIP No. 8160

CITY OF WILSONVILLE  
FIRST AMENDMENT TO CONSTRUCTION CONTRACT

Police Department Interim Renovation Project

This First Amendment to Construction Contract (“First Amendment”) is effective the \_\_\_\_ day of June 2024 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Woodburn Construction CM/GC, LLC**, an Oregon limited liability company (“Contractor”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Construction Contract (“Contract”) with Contractor on April 3, 2024 relating to the Police Department Interim Renovation Project (“Project”); and

WHEREAS, the City requires additional services which Contractor is capable of providing, under terms and conditions hereinafter described (“Additional Services”); and

WHEREAS, the City and Contractor anticipate that additional time is needed to complete the Work set forth in the Contract and the Additional Services described in this First Amendment; and

WHEREAS, Contractor represents that Contractor is qualified to perform the Additional Services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to provide such Additional Services as the City does hereinafter require;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

The Contract is amended as follows:

**Section 1. Additional Services to be Provided**

Contractor will perform the Additional Services for the Project, as more particularly described in **Exhibit A** attached hereto and incorporated by reference herein, pursuant to all original terms of the Contract, except as modified herein.

**Section 2. Time for Completion of Additional Services**

The Additional Services provided by Contractor pursuant to this First Amendment shall be completed by no later than July 31, 2024.

**Section 3. Contract Sum**

The City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed SIXTY-SIX THOUSAND SEVEN HUNDRED FIFTY-TWO DOLLARS AND THIRTY-FIVE CENTS (\$66,752.35) for performance of the Additional Services (“Additional Contract Sum”) which, when totaled

with the Contract Sum, equals a total not-to-exceed amount of TWO HUNDRED SEVENTY-SEVEN THOUSAND TEN DOLLARS AND THIRTY-FIVE CENTS (\$277,010.35) for the performance of the Work and Additional Services (“Total Contract Sum”).

**Section 4. All Other Terms**

All of the other terms and conditions of the Contract shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Contract shall apply to this First Amendment.

The Contractor and the City hereby agree to all provisions of this First Amendment.

**CONTRACTOR:**

**CITY:**

WOODBURN CONSTRUCTION CM/GC, LLC

CITY OF WILSONVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

EIN/Tax I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Guile-Hinman, City Attorney  
City of Wilsonville, Oregon

## EXHIBIT A

### Wilsonville Police Department Interim Renovations

#### Change Order Scopes

**Change Order #1:** Conduct an additional 5000 square feet of patch and paint of the existing upper floor space. The additional work will now encompass the entire upper floor.

Cost: \$23,537.28

**Change Order #2:** Demolition and install new carpet on all locations with existing carpet on the upper level of the building.

Cost: \$22,149.92

**Change Order #3:** Demo countertop at the receptionist area on the main level (Steel brackets run behind the finished wall, roughly 16sq. ft of drywall demo will occur). Caslin to patch, tape, and texture drywall. Paint already covered in CO. 2. Demo of 2 additional data ports, Demo 1 data 'Whip' and 1 electrical 'Whip' and demo/salvage cubical that no longer will be used on the main level in front of new stairs. Additional drywall patching and texturing will be required. 3. Demo 5' of lower cabinet in the break room, relocate upper cabinet, add water supply for 2 new refrigerators (approximately 12'), add 1 quad receptacle (GFCI) Patch and paint already included. Flooring does not continue under lower cabinet, Spectra flooring to patch roughly 9 sq. ft. of flooring, and 5' of rubber base. 4. Demo 2 wooden cabinets in the Lobby. 5. "Home Depot" Upper and lower cabinets at the new evidence locker room (wall to wall 7'6") Electrical work will be required to add light strip under upper cabinets. 6. Add Sconce lights where the 2 existing electrical outlets at new stairs. 7. Add 2x2 access panel for plumbing shut off underneath the stairs. 8. Remove and infill window at women's locker room. Insulate, Dry wall, tape, texture, prime, and paint. 9. Relocate IT storage racks.

Cost: \$15,111.46

**Change Order #4:** Install owner provided sconce lighting at the new stairs. This proposal includes providing and installing new boxes, wiring and (2) occupancy sensors (one at the top and one at the bottom). This proposal is also in response to the owner's request to run (2) extra data cables from the server room to two main level offices, Health room & Chief's room. Finally, this proposal is in response to the ductwork in the ceiling at the new stairwell. On 4/30/24, Woodburn Construction opened up the ceiling for the new stairwell and discovered that there is a 12" main duct supply that had to be cut off 15' to make way for the new stairs.

Cost: \$6,671.29

**Change Order #5:** This CRP is to delete new frames at openings D200 & D202 and reuse existing door frames.

Cost: - \$717.60 (CREDIT)

**Total Cost: \$66,752.35**